SECOND AMENDMENT TO OIL AND GAS LEASE

(To Extend Primary Term)

State:

Texas

County:

Tarrant

Lessor:

Paul I. Wurth and Sheila Wurth, husband and wife, 1200 Bud

Cross Rd, Forth Worth, Texas 76179

Lessee:

Western Production Company, 801 Cherry St, Suite 3850, Unit #39,

Fort Worth, Texas 76102

Effective Date: June 24, 2004

Whereas, Paul I. Wurth and Shelia Wurth, as Lessor, executed and delivered unto Western Production Company, as Lessee, that certain Oil, Gas and Mineral Lease (the "Lease"), dated June 24, 2004, and recorded in Instrument No. D204287106 of the Official Records of Tarrant County, Texas; and

Whereas, Lessor and Lessee agreed to execute that certain Amendment To Oil and Gas Lease (the "Amendment"), dated March 14, 2007, and recorded in Instrument No. D207094007 of the Official Records of Tarrant County, Texas; and

Whereas said Amendment had the effect of extending the primary term of the Lease for an additional one and a half (1.5) years.

It is the desire of Lessor and Lessee to further extend the primary term provided for in the Lease. For adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term of four and a half (4.5) years provided in the Lease, as amended, shall be five and a half (5.5) years from the original date of the Lease, having the effect of extending the primary term of the Lease, as amended, for an additional one (1) year. Lessor leases and lets to Lessee, its successors and assigns, the Lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Second Amendment.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Second Amendment to extend the primary term of the Lease.

This Second Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Second Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Second Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

This Second Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Effective Date stated above.

Lessor:	Lessor:
	A Simon Simon
(Printed) PAUL I. WURT	Printed) SHEILIA WWETH
Lessee:	
7-1	
(Printed) George Bond	, Landman
STATE OF TEXAS } COUNTY OF TARRANT }	
This instrument was acknowledged before	ore me on this $\frac{22-1}{2}$ of $000000000000000000000000000000000000$
Paul 1. Worth	
STATE OF TEXAS COUNTY OF TARRANT }	Notary Public in and for the State of Texas Printed Name:
OF TEXAS	
STATE SP. TEXAS (COUNTY OF TARRANT }	
This instrument was acknowledged before	ore me on this 22 Lof <u>Octobore</u> , 2008, by
Shella With	
STATE OF TEXAS	Notary Public in and for the State of Texas Printed Name: George C. Band
7/18 03-2009 Harris 18 18 18 18 18 18 18 18 18 18 18 18 18	
COUNTY OF TARRANT }	,
This instrument was acknowledged before	ore me on this $23^{\rm rd}$ of $00000000000000000000000000000000000$
GEORGE BOND	Landman, with Western Production Company.
	Notary Public Va and for the State of Texas
SYLVIA RAWLINSON Notary Public, State of Texas	Printed Name: SYLVIA RAWLINSON
My Commission Expires November 09, 2010	RETURN TO:
	Western Production Com pany 801 Cherry Street, Suite 3850, Unit 39 Fort Worth, TX 76102



WESTERN PRODUCTION CO 801 CHERRY ST SUITE 3850 UNIT 39

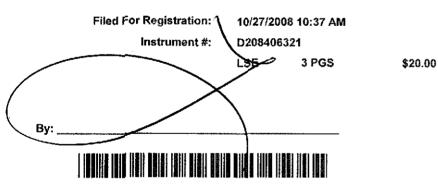
FT WORTH

TX 76102

Submitter: WESTERN PRODUCTION COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D208406321

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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